

COUNTY COUNCIL OF BALTIMORE COUNTY, MARYLAND
Legislative Session 2020, Legislative Day No. 23

Bill No. 102-20

Mrs. Cathy Bevins, Chair
By Request of the County Executive

By the County Council, October 5, 2020

A BILL
ENTITLED

AN ACT concerning

Purchasing – Capital Improvement Contracts and Capital Projects – Prevailing Wage and
Local Hiring

FOR the purpose of amending the County laws regarding capital improvement ~~purchasing~~
contracts; adding a requirement that capital improvement contracts and capital projects
include a provision requiring that all contractors and subcontractors to pay the construction
employees no less than the prevailing wage; authorizing the County to adopt a prevailing
wage set for projects in the County by the State of Maryland; requiring contractors and
subcontractors to submit to the County certified payrolls documenting compliance with
this requirement; requiring all County contractors performing capital improvement projects
to take measures to hire County residents; making certain exceptions; defining certain
terms; establishing certain penalties; and generally relating the Baltimore County

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
[Brackets] indicate matter stricken from existing law.
~~Strike out~~ indicates matter stricken from bill.
Underlining indicates amendments to bill.

prevailing wage and local hiring for County capital improvement contracts and capital projects.

BY repealing and re-enacting, without amendments

Section 10-2-101(d)
Article 10 – Finance
Title 2 – Purchasing
Baltimore County Code, 2015

BY adding

Sections 10-2-506 and 10-2-507
Article 10 – Finance
Title 2 – Purchasing
Baltimore County Code, 2015

SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF BALTIMORE
COUNTY, MARYLAND, that the Laws of Baltimore County read as follows:

ARTICLE 10 - FINANCE

Title 2 – Purchasing

Subtitle 1 – Definitions and General Provisions

§ 10-2-101. Definitions.

(d) (1) "Capital improvement" means a public improvement undertaken by the
county.

(2) "Capital improvement" includes:

1 (i) The construction or rehabilitation, in whole or in part, of a road,
2 bridge, street, building, or water, sewer, or stormwater facility or any similar physical structure
3 or facility necessary in carrying out the activities of the county government; or

4 (ii) A repair or maintenance project undertaken by the county to restore
5 service, buildings, infrastructure, or facilities if the project would extend or renew the service life
6 of the building, infrastructure, or facility for a period equal to the average life of the county's
7 long term debt issuances or longer.

8
9 ARTICLE 10 - FINANCE

10 Title 2 - Purchasing

11 Subtitle 5 - Capital Improvement Contracts and

12 Professional Capital Improvement Services Contracts
13

14 § 10-2-506. PREVAILING WAGE.

15 (A) IN THIS SECTION, THE FOLLOWING WORDS HAVE THE MEANINGS
16 INDICATED:

17 (1) "APPRENTICE" MEANS AN INDIVIDUAL WHO:

18 (I) IS AT LEAST 16 YEARS OLD;

19 (II) HAS SIGNED AN AGREEMENT WITH AN EMPLOYER OR
20 EMPLOYER'S AGENT, AN ASSOCIATION OF EMPLOYERS, AN ORGANIZATION OF
21 EMPLOYEES, OR A JOINT COMMITTEE, THAT INCLUDES A STATEMENT OF:

22 1. THE TRADE, CRAFT, OR OCCUPATION THAT THE
23 INDIVIDUAL IS LEARNING; AND

1 2. THE BEGINNING AND ENDING DATES OF THE
2 APPRENTICESHIP; AND

3 (III) IS REGISTERED IN A PROGRAM OF A COUNCIL OR
4 BUREAU OF APPRENTICESHIP AND TRAINING OF THE UNITED STATES
5 DEPARTMENT OF LABOR FEDERALLY APPROVED STATE EQUIVALENT.

6 (2) "CAPITAL PROJECT" SHALL HAVE THE MEANING STATED IN
7 SECTION 702, ARTICLE XII OF THE BALTIMORE COUNTY CHARTER, INCLUDING
8 PUBLIC-PRIVATE PARTNERSHIPS, TAX INCREMENT FINANCING AND PAYMENT IN
9 LIEU OF TAXES.

10 (3) "DIRECTOR" MEANS THE DIRECTOR OF THE DEPARTMENT THAT
11 ADMINISTERS AND ENFORCES THE COUNTY PREVAILING WAGE REQUIREMENTS
12 OR THE DIRECTOR'S DESIGNEE.

13 (4) (I) "EMPLOYEE" MEANS AN APPRENTICE, LABORER, OR
14 MECHANIC EMPLOYED BY A CONTRACTOR OR SUBCONTRACTOR ON A COUNTY
15 IMPROVEMENT CONTRACT.

16 (II) "EMPLOYEE" DOES NOT INCLUDE AN INDIVIDUAL
17 EMPLOYED BY THE COUNTY.

18 (5) "OVERTIME RATE" MEANS THE RATE A CONTRACTOR OR
19 SUBCONTRACTOR ~~MUST~~ SHALL PAY AN EMPLOYEE AT A RATE EQUAL TO OR
20 MORE THAN THE REGULAR PREVAILING WAGE RATE FOR OVERTIME FOR THE
21 TYPE OF WORK PERFORMED FOR EACH HOUR THAT THE EMPLOYEE PERFORMS
22 DIRECT AND MEASURABLE WORK:

23 (I) MORE THAN 8 HOURS IN ANY SINGLE CALENDAR DAY;

1 (II) MORE THAN 40 HOURS IN A WORKWEEK; OR

2 (III) ON A SUNDAY OR A LEGAL HOLIDAY.

3 (6) "PREVAILING WAGE" MEANS THE BASIC HOURLY RATE AND
4 FRINGE BENEFIT RATE ESTABLISHED ANNUALLY BY THE STATE COMMISSIONER
5 OF LABOR AND INDUSTRY FOR STATE-FUNDED CONSTRUCTION CONTRACTS IN
6 THE COUNTY.

7 (B) (1) THIS SECTION APPLIES TO:

8 (I) CAPITAL IMPROVEMENT CONTRACTS OVER \$300,000; AND

9 (II) COUNTY-SUBSIDIZED CAPITAL PROJECTS RECEIVING
10 ASSISTANCE OVER ~~\$500,000~~ \$5,000,000.

11 (2) THIS SECTION DOES NOT APPLY TO A CAPITAL IMPROVEMENT
12 CONTRACT:

13 (I) SUBJECT TO A FEDERAL OR STATE PREVAILING WAGE
14 LAW;

15 (II) AWARDED WITHOUT COMPETITION;

16 (III) WITH A GOVERNMENTAL ENTITY;

17 (IV) BY THE BALTIMORE COUNTY REVENUE AUTHORITY;

18 (V) TO THE EXTENT THAT THE CONTRACTOR IS EXPRESSLY
19 PRECLUDED FROM COMPLYING WITH THIS SECTION BY THE TERMS OF ANY
20 FEDERAL OR STATE LAW, CONTRACT, OR GRANT;

21 (VI) ENTERED INTO PURSUANT TO § 10-2-310(E) OF THIS TITLE;

22 (VII) ENTERED INTO AS A JOINT OR COOPERATIVE PURCHASE;

23 OR

1 (VIII) ENTERED INTO AS AN EMERGENCY PURCHASE.

2 (C) ANY CONTRACTOR AND SUBCONTRACTOR THAT PERFORMS DIRECT
3 AND MEASURABLE CONSTRUCTION WORK ON A CAPITAL IMPROVEMENT
4 CONTRACT ~~MUST~~ SHALL PAY EACH:

5 (1) EMPLOYEE AT A RATE EQUAL TO OR MORE THAN THE
6 PREVAILING WAGE RATE CURRENTLY IN EFFECT FOR THE TYPE OF WORK
7 PERFORMED; AND

8 (2) APPRENTICE AT LEAST THE RATE THAT THE STATE'S
9 APPRENTICESHIP AND TRAINING COUNCIL SETS FOR AN APPRENTICE IN THE
10 TRADE INVOLVED, BASED ON A PERCENTAGE OF THE PREVAILING WAGE RATE
11 IN THAT TRADE.

12 (D) A CONTRACTOR OR SUBCONTRACTOR MAY ONLY MAKE FAIR AND
13 REASONABLE DEDUCTIONS THAT ARE:

14 (1) REQUIRED BY LAW;

15 (2) AUTHORIZED IN A WRITTEN AGREEMENT BETWEEN AN
16 EMPLOYEE AND THE CONTRACTOR OR SUBCONTRACTOR SIGNED AT THE
17 BEGINNING OF EMPLOYMENT THAT:

18 (I) CONCERNS FOOD, SLEEPING QUARTERS, OR SIMILAR
19 ITEMS;

20 (II) IS SUBMITTED BY THE CONTRACTOR OR
21 SUBCONTRACTOR TO THE DIRECTOR; OR

1 (3) REQUIRED OR ALLOWED BY A COLLECTIVE BARGAINING
2 AGREEMENT BETWEEN A BONA FIDE LABOR ORGANIZATION AND A
3 CONTRACTOR OR SUBCONTRACTOR.

4 (E) EACH CAPITAL IMPROVEMENT CONTRACT COVERED BY THIS
5 SECTION:

6 (1) SHALL REQUIRE THE CONTRACTOR AND SUBCONTRACTOR TO
7 COMPLY WITH THIS SECTION;

8 (2) SHALL SPECIFY THAT AN AGGRIEVED EMPLOYEE, AS A THIRD-
9 PARTY BENEFICIARY, MAY BY CIVIL ACTION RECOVER THE DIFFERENCE
10 BETWEEN THE PREVAILING WAGE FOR THE TYPE OF WORK PERFORMED AND
11 THE AMOUNT ACTUALLY RECEIVED, WITH INTEREST AND REASONABLE
12 ATTORNEY'S FEES; AND

13 (3) MAY SPECIFY THE PAYMENT OF LIQUIDATED DAMAGES TO THE
14 COUNTY BY THE CONTRACTOR FOR ANY NONCOMPLIANCE WITH THIS SECTION
15 OF NOT MORE THAN THREE TIMES THE AMOUNT OF WAGES OWED TO
16 EMPLOYEE.

17 (F) A CONTRACTOR OR SUBCONTRACTOR ~~MUST~~ MAY NOT SPLIT OR
18 SUBDIVIDE A CAPITAL IMPROVEMENT CONTRACT, PAY AN EMPLOYEE THROUGH
19 A THIRD PARTY, OR TREAT AN EMPLOYEE AS A SUBCONTRACTOR OR
20 INDEPENDENT CONTRACTOR TO AVOID ANY REQUIREMENT OF THIS SECTION.

21 (G) A CONTRACTOR OR SUBCONTRACTOR ~~MUST~~ MAY NOT EMPLOY ANY
22 INDIVIDUAL CLASSIFIED AS A HELPER OR TRAINEE TO PERFORM DIRECT AND

1 MEASURABLE WORK ON A CAPITAL IMPROVEMENT CONTRACT COVERED BY
2 THIS SECTION.

3 (H) EACH CONTRACTOR AND SUBCONTRACTOR ~~MUST~~ SHALL POST A
4 CLEARLY LEGIBLE STATEMENT OF EACH PREVAILING WAGE RATE IN A
5 PROMINENT AND EASILY ACCESSIBLE PLACE AT THE WORK SITE DURING THE
6 ENTIRE TIME WORK IS BEING PERFORMED IN ENGLISH AND ANY OTHER
7 LANGUAGE THAT IS PRIMARILY SPOKEN BY THE EMPLOYEES AT THE WORK
8 SITE.

9 (I) (1) EACH CONTRACTOR AND SUBCONTRACTOR ~~MUST~~ SHALL
10 SUBMIT A CERTIFIED COMPLETE COPY OF ITS PAYROLL RECORDS FOR
11 CONSTRUCTION WORK PERFORMED ON A CAPITAL IMPROVEMENT CONTRACT
12 COVERED BY THIS SECTION TO THE DIRECTOR WITHIN 14 DAYS AFTER THE END
13 OF EACH PAYROLL PERIOD.

14 (2) THE PAYROLL RECORDS ~~MUST~~ SHALL CONTAIN A STATEMENT
15 SIGNED BY THE CONTRACTOR OR SUBCONTRACTOR CERTIFYING THAT:

16 (I) THE PAYROLL RECORDS ARE CORRECT;
17 (II) THE WAGE RATES PAID ARE NOT LESS THAN THOSE
18 REQUIRED BY THIS SECTION; AND

19 (III) THE RATE OF PAY AND CLASSIFICATION FOR EACH
20 EMPLOYEE ACCURATELY REFLECTS THE WORK THE EMPLOYEE PERFORMED.

21 (3) EACH PAYROLL RECORD ~~MUST~~ SHALL INCLUDE:

22 (I) THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE
23 CONTRACTOR OR SUBCONTRACTOR;

1 (II) THE NAME AND LOCATION OF THE JOB; AND

2 (III) EACH EMPLOYEE’S:

3 1. NAME;

4 2. CURRENT ADDRESS, UNLESS PREVIOUSLY

5 REPORTED;

6 3. SPECIFIC WORK CLASSIFICATION;

7 4. DAILY BASIC TIME AND OVERTIME HOURS;

8 5. TOTAL BASIC TIME AND OVERTIME HOURS FOR THE

9 PAYROLL PERIOD;

10 6. RATE OF PAY;

11 7. FRINGE BENEFITS BY TYPE AND AMOUNT; AND

12 8. GROSS WAGES.

13 (4) EACH CONTRACTOR OR SUBCONTRACTOR ~~MUST~~ SHALL:

14 (I) KEEP PAYROLL RECORDS COVERING CONSTRUCTION

15 WORK PERFORMED ON A CAPITAL IMPROVEMENT CONTRACT OR COUNTY-

16 SUBSIDIZED CAPITAL PROJECT COVERED BY THIS SECTION FOR NOT LESS THAN

17 FIVE YEARS AFTER THE WORK IS COMPLETED; AND

18 (II) SUBJECT TO REASONABLE NOTICE, PERMIT THE

19 DIRECTOR TO INSPECT THE PAYROLL RECORDS AT ANY REASONABLE TIME AND

20 AS OFTEN AS NECESSARY.

21 (5) SUBJECT TO ANY REQUIRED EXEMPTIONS OR DENIALS UNDER

22 THE APPLICABLE OPEN PUBLIC RECORDS LAWS, THE DIRECTOR SHALL MAKE

23 PAYROLL RECORDS OBTAINED FROM CONTRACTORS OR SUBCONTRACTORS

1 UNDER THIS SECTION AVAILABLE FOR PUBLIC INSPECTION DURING REGULAR
2 BUSINESS HOURS FOR FIVE YEARS AFTER THE DIRECTOR RECEIVES THE
3 RECORDS.

4 (J) (1) THE DIRECTOR MAY PERFORM RANDOM OR REGULAR AUDITS
5 AND INVESTIGATE ANY COMPLAINT OF A VIOLATION OF THIS SECTION.

6 (2) IF THE DIRECTOR DETERMINES THAT A PROVISION OF THIS
7 SECTION HAS BEEN VIOLATED THE DIRECTOR:

8 (I) ~~MUST~~ SHALL ISSUE A WRITTEN DECISION, INCLUDING
9 APPROPRIATE SANCTIONS; AND

10 (II) MAY WITHHOLD FROM PAYMENT DUE THE CONTRACTOR,
11 PENDING A FINAL DECISION, AN AMOUNT SUFFICIENT TO:

12 1. PAY EACH EMPLOYEE OF THE CONTRACTOR OR
13 SUBCONTRACTOR THE FULL AMOUNT OF WAGES DUE UNDER THIS SECTION;
14 AND

15 2. SATISFY A LIABILITY OF A CONTRACTOR FOR
16 LIQUIDATED DAMAGES AS PROVIDED IN THIS SECTION.

17 (3) (I) A CONTRACTOR MAY APPEAL A WRITTEN DECISION OF
18 THE DIRECTOR THAT THE CONTRACTOR VIOLATED A PROVISION OF THIS
19 SECTION TO THE ~~COUNTY HEARING OFFICER~~ OFFICE OF ADMINISTRATIVE
20 HEARINGS WITHIN TEN WORKING DAYS AFTER RECEIVING A COPY OF THE
21 DECISION.

22 (II) THE ~~HEARING OFFICER~~ OFFICE OF ADMINISTRATIVE
23 HEARINGS WILL CONDUCT A HEARING UPON RECEIPT OF A TIMELY APPEAL.

1 (III) IF THE CONTRACTOR DOES NOT APPEAL A WRITTEN
2 DECISION WITHIN TEN WORKING DAYS AFTER RECEIPT, THE DECISION OF THE
3 DIRECTOR BECOMES FINAL AND NOT APPEALABLE.

4 (4) IF THE THE ~~HEARING OFFICER~~ OFFICE OF ADMINISTRATIVE
5 HEARINGS ON RECOMMENDATION FROM THE DIRECTOR, AND AFTER NOTICE
6 AND A HEARING, DETERMINES THAT A CONTRACTOR HAS VIOLATED THE
7 PROVISIONS OF THIS SECTION AND THAT THE FAILURE WAS INTENTIONAL, NO
8 COUNTY CONTRACT MAY BE AWARDED TO THAT CONTRACTOR, ANY OF ITS
9 PRINCIPALS, OR TO ANY FIRM, CORPORATION, OR PARTNERSHIP IN WHICH THAT
10 CONTRACTOR HAS AN INTEREST, UNTIL ONE YEAR HAS ELAPSED FROM THE
11 DATE OF THE DETERMINATION. THE DEPARTMENT ~~SHALL~~ MAY NOT IMPACT
12 CONTRACTS ALREADY AWARDED.

13 (5) A CONTRACTOR OR SUBCONTRACTOR ~~SHALL~~ MAY NOT
14 DISCHARGE OR OTHERWISE RETALIATE AGAINST AN EMPLOYEE FOR ASSERTING
15 ANY RIGHT UNDER THIS SECTION OR FOR FILING A COMPLAINT OF A
16 VIOLATION.

17 (6) EACH CONTRACTOR IS JOINTLY AND SEVERALLY LIABLE FOR
18 NONCOMPLIANCE WITH THIS SECTION BY A SUBCONTRACTOR.

19 (7) IF A CONTRACTOR OR SUBCONTRACTOR IS LATE IN SUBMITTING
20 COPIES OF ANY PAYROLL RECORD REQUIRED TO BE SUBMITTED UNDER THIS
21 SECTION, THE COUNTY MAY DEEM THE INVOICES DEFICIENT UNTIL THE
22 CONTRACTOR OR SUBCONTRACTOR PROVIDES THE REQUIRED RECORDS, AND

1 MAY POSTPONE PROCESSING PAYMENTS DUE UNDER THE CONTRACT OR UNDER
2 AN AGREEMENT TO FINANCE THE CONTRACT.

3 (K) THE DIRECTOR ~~MUST~~ SHALL ANNUALLY PUBLISH AND POST ON THE
4 COUNTY'S INTERNET WEBSITE A REPORT ON THE OPERATION OF AND
5 COMPLIANCE WITH THIS SECTION.

6 (L) FOR THE PROPER IMPLEMENTATION AND ENFORCEMENT NECESSARY
7 TO CARRY OUT THE PURPOSES OF THIS SECTION THE DIRECTOR MAY:

8 (1) PROMULGATE POLICIES AND GUIDELINES; AND

9 (2) ADOPT AND AMEND REGULATIONS IN ACCORDANCE WITH
10 ARTICLE 3, TITLE 7 OF THE CODE.

11
12 § 10-2-507. LOCAL HIRING.

13 (A) IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS
14 INDICATED:

15 (1) "BENEFICIARY" MEANS ANY CONTRACTOR WHO:

16 (I) HAS A CAPITAL IMPROVEMENT CONTRACT WITH THE
17 COUNTY FOR MORE THAN \$300,000; OR

18 (II) WILL BENEFIT FROM MORE THAN \$5,000,000 IN
19 ASSISTANCE FOR A COUNTY-SUBSIDIZED CAPITAL PROJECT.

20 (2) "CAPITAL PROJECT" SHALL HAVE THE MEANING STATED IN
21 SECTION 702, ARTICLE XII OF THE BALTIMORE COUNTY CHARTER, INCLUDING
22 PUBLIC-PRIVATE PARTNERSHIPS, TAX INCREMENT FINANCING AND PAYMENT IN
23 LIEU OF TAXES.

1 (3) "DEPARTMENT" MEANS THE DEPARTMENT THAT ADMINISTERS
2 AND ENFORCES THE COUNTY LOCAL HIRING REQUIREMENTS.

3 (4) "PERSON" MEANS:

4 (I) AN INDIVIDUAL;

5 (II) A PARTNERSHIP, FIRM, ASSOCIATION, CORPORATION, OR
6 OTHER ENTITY OF ANY KIND; OR

7 (III) A RECEIVER, TRUSTEE, GUARDIAN, PERSONAL
8 REPRESENTATIVE, FIDUCIARY, OR REPRESENTATIVE OF ANY KIND.

9 (B) THIS SECTION SHALL APPLY TO:

10 (1) CAPITAL IMPROVEMENT CONTRACTS OVER \$300,000.

11 (2) COUNTY-SUBSIDIZED CAPITAL PROJECTS RECEIVING
12 ASSISTANCE OVER \$5,000,000.

13 (C) (1) BEFORE THE DISBURSEMENT OF ANY COUNTY FUNDS, THE
14 BENEFICIARY ~~MUST~~ SHALL PERFORM AN EMPLOYMENT ANALYSIS WITH THE
15 DEPARTMENT TO DETERMINE HOW MANY JOBS WILL BE REQUIRED TO
16 COMPLETE THE CAPITAL IMPROVEMENT CONTRACT OR CAPITAL PROJECT AND
17 HOW MANY OF THOSE JOBS WILL REQUIRE NEW HIRING.

18 (2) AS PART OF THE EMPLOYMENT ANALYSIS REQUIRED BY THIS
19 SUBSECTION, EACH BENEFICIARY COVERED BY PARAGRAPH (1) OF THIS
20 SUBSECTION SHALL CHOOSE WHETHER ALL RESIDENCY WORK REQUIREMENTS
21 SHALL BE:

1 (I) CUMULATIVE OF ALL HOURS WORKED, INCLUDING THOSE
2 HOURS WORKED BY SUBCONTRACTORS AT ANY TIER WHO WORK ON THE
3 CAPITAL IMPROVEMENT CONTRACT OR CAPITAL PROJECT; OR

4 (II) MET BY EACH BENEFICIARY COVERED BY PARAGRAPH (1)
5 OF THIS SUBSECTION AND EACH INDIVIDUAL SUBCONTRACTOR AT ANY TIER
6 WHO WORKS ON THE CAPITAL IMPROVEMENT CONTRACT OR CAPITAL PROJECT.

7 (D) ALL NEW JOBS NEEDED FOR THE CAPITAL IMPROVEMENT CONTRACT
8 OR CAPITAL PROJECT ~~MUST~~ SHALL BE POSTED THROUGH THE DEPARTMENT FOR
9 A PERIOD OF SEVEN DAYS BEFORE BEING PUBLICALLY ADVERTISED.

10 (E) (1) AT LEAST 51% OF THE NEW JOBS REQUIRED TO COMPLETE THE
11 CAPITAL IMPROVEMENT CONTRACT OR CAPITAL PROJECT ~~MUST~~ SHALL BE
12 FILLED BY BALTIMORE COUNTY RESIDENTS.

13 (2) THE DEPARTMENT MAY WAIVE OR LOWER THE REQUIREMENT
14 OF PARAGRAPH (1) OF THIS SUBSECTION IF IT FINDS THAT:

15 (I) A GOOD FAITH EFFORT TO COMPLY HAS BEEN MADE BY
16 THE BENEFICIARY;

17 (II) THE BENEFICIARY IS LOCATED OUTSIDE THE BALTIMORE
18 STANDARD METROPOLITAN STATISTICAL AREA AND NONE OF THE CAPITAL
19 IMPROVEMENT CONTRACT OR CAPITAL PROJECT WORK IS PERFORMED INSIDE
20 THE BALTIMORE STANDARD METROPOLITAN STATISTICAL AREA;

21 (III) THE BENEFICIARY HAS ENTERED INTO A SATISFACTORY
22 SPECIAL WORKFORCE DEVELOPMENT TRAINING OR PLACEMENT
23 ARRANGEMENT WITH THE DEPARTMENT; OR

1 (IV) THERE ARE INSUFFICIENT NUMBERS OF BALTIMORE
2 COUNTY RESIDENTS IN THE LABOR MARKET WHO POSSESS THE SKILLS
3 REQUIRED BY THE NEW JOBS NEEDED TO BE FILLED FOR THE CAPITAL
4 IMPROVEMENT CONTRACT OR CAPITAL PROJECT.

5 (F) FOR THE PROPER IMPLEMENTATION AND ENFORCEMENT NECESSARY
6 TO CARRY OUT THE PURPOSES OF THIS SECTION THE DEPARTMENT MAY:

- 7 (1) PROMULGATE POLICIES AND GUIDELINES; AND
8 (2) ADOPT AND AMEND REGULATIONS IN ACCORDANCE WITH
9 ARTICLE 3, TITLE 7 OF THE COUNTY CODE.

10 (G) IN EACH MONTH OF THE CAPITAL IMPROVEMENT CONTRACT OR
11 CAPITAL PROJECT THE BENEFICIARY ~~MUST~~ SHALL SUBMIT A REPORT TO THE
12 DEPARTMENT, ON THE FORM DESIGNATED BY THE DIRECTOR OF THE
13 DEPARTMENT, WHICH INCLUDES THE FOLLOWING:

- 14 (1) THE NUMBER OF EMPLOYEES NEEDED FOR THE CONTRACT OR
15 PROJECT;
16 (2) THE NUMBER OF CURRENT EMPLOYEES TRANSFERRED;
17 (3) THE NUMBER OF NEW JOB OPENINGS CREATED;
18 (4) THE NUMBER OF JOB OPENINGS LISTED WITH THE DEPARTMENT;
19 (5) THE TOTAL NUMBER OF BALTIMORE COUNTY RESIDENTS HIRED
20 FOR THE REPORTING PERIOD AND THE CUMULATIVE TOTAL NUMBER OF
21 BALTIMORE COUNTY RESIDENTS HIRED;
22 (6) THE TOTAL NUMBER OF ALL EMPLOYEES HIRED FOR THE
23 REPORTING PERIOD AND THE CUMULATIVE TOTAL OF EMPLOYEES HIRED; AND

(7) FOR EACH NEW HIRE DURING THE REPORTING PERIOD, THE NEW
HIRE'S:

(I) NAME;

(II) LAST FOUR (4) DIGITS OF THE SOCIAL SECURITY NUMBER;

(III) JOB TITLE;

(IV) HIRE DATE;

(V) RESIDENCE; AND

(VI) REFERRAL SOURCE.

(H) IF THE ~~HEARING OFFICER~~ OFFICE OF ADMINISTRATIVE HEARINGS, ON
RECOMMENDATION FROM THE DEPARTMENT, AND AFTER NOTICE AND A
HEARING, DETERMINES THAT ANY BENEFICIARY HAS VIOLATED THE
PROVISIONS OF THIS SECTION AND THAT THE FAILURE WAS INTENTIONAL, NO
COUNTY CONTRACT OR PROJECT MAY BE AWARDED TO THAT BENEFICIARY, OR
TO ANY FIRM, CORPORATION, OR PARTNERSHIP IN WHICH THAT BENEFICIARY
HAS AN INTEREST, UNTIL ONE YEAR HAS ELAPSED FROM THE DATE OF THE
DETERMINATION. THE DEPARTMENT ~~SHALL~~ MAY NOT IMPACT CONTRACTS
ALREADY AWARDED.

SECTION 2. AND BE IT FURTHER ENACTED, that this Act shall apply only to
capital improvement contracts or capital projects on or after July 1, 2021.

SECTION 3. AND BE IT FURTHER ENACTED, that this Act shall take effect on July
1, 2021.



LEGISLATION DETAIL

LEGISLATION

DISPOSITION

ENACTED

EFFECTIVE

AMENDMENTS

ROLL CALL - LEGISLATION

MOTION		SECOND
AYE	NAY	
<input type="checkbox"/>	<input type="checkbox"/>	Councilman Quirk
<input type="checkbox"/>	<input type="checkbox"/>	Councilman Patoka
<input type="checkbox"/>	<input type="checkbox"/>	Councilman Kach
<input type="checkbox"/>	<input type="checkbox"/>	Councilman Jones
<input type="checkbox"/>	<input type="checkbox"/>	Councilman Marks
<input type="checkbox"/>	<input type="checkbox"/>	Councilwoman Bevins
<input type="checkbox"/>	<input type="checkbox"/>	Councilman Crandell

ROLL CALL - AMENDMENTS

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AYE	NAY	
<input type="checkbox"/>	<input type="checkbox"/>	Councilman Quirk
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ROLL CALL - AMENDMENTS

MOTION		SECOND
AYE	NAY	
<input type="checkbox"/>	<input type="checkbox"/>	Councilman Quirk
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<input type="checkbox"/>	<input type="checkbox"/>	Councilman Crandell

ROLL CALL - AMENDMENTS

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AYE	NAY	
<input type="checkbox"/>	<input type="checkbox"/>	Councilman Quirk
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<input type="checkbox"/>	<input type="checkbox"/>	Councilwoman Bevins
<input type="checkbox"/>	<input type="checkbox"/>	Councilman Crandell